

GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES  
— 0 —  
DEPARTMENT OF PROPERTY AND PROCUREMENT

**MAINTENANCE AGREEMENT**

No. S015BIRC19(TEC)

This AGREEMENT made this 31<sup>st</sup> day of July, 2019  
for Elevator Maintenance for the Virgin Islands Bureau of Internal Revenue, located at the Leroy Quinn Building, Christiansted, St. Croix, U.S.V.I. by and between the Government of the Virgin Islands, hereinafter called the "GOVERNMENT", and ThyssenKrupp Elevator Corporation (an individual [ ]), (a partnership [ ]), (joint venture [ ]), (a corporation [X ]), (a Limited liability company/LLC [ ]) (incorporated or organized in the State of [ ]), (Territory of [X]), the United States Virgin Islands,  
doing business as ThyssenKrupp Elevator Corporation  
whose address is Calle 4 Edificio 6, Esquina los Pinos, Zona Industrial Palmas Catano, Puerto Rico  
hereinafter called the "CONTRACTOR", Witnesseth:

For, and in consideration of the acceptance of the Contractor's proposal, in further consideration of the covenants and agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is mutually agreed between the parties as follows:

SECTION 1. That for and in consideration of the price or prices and agreement in his proposal hereto attached and made a part of this Contract, the said Contractor agrees to furnish and deliver any or all the services described in Addendum I (Scope of Work) at the price stated therein and in strict accordance with the conditions of said accepted proposal and Exhibit A (Gold Service Agreement). The Addendum III (General Provisions) and Addendum IV (Termination of Contracts), and Exhibit A including any change thereof, are all part and parcel of this Contract and are by this reference, incorporated in this Contract as fully and effectively as if set forth in detail herein.

SECTION 2. The Government, in consideration of satisfactory performance of the services described in Addendum I (Scope of Work), agrees to pay Contractor the sum not to exceed **Eighteen Thousand, Two Hundred Fifty Dollars and Eighty cents (\$18,250.80)** in accordance with the price set forth as indicated in Addendum II, which are both incorporated by reference, in lawful money of the United States, and the payment shall be made at the time and in the manner set forth in the General Provisions.

SECTION 3. This Contract shall commence on March 1, 2019 and shall terminate on February 29, 2020, unless mutually extended or terminated by the parties. The services under this contract shall be for a period of one (1) year. The Government in its sole discretion, shall have the option to renew this Contract for two (2) additional one (1) year period. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government.

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SECTION 4. This Contract will remain in force for the full period specified and until all articles or services ordered before date of termination shall have been satisfactorily delivered and accepted and/or until all terms and conditions have been met, unless:

- (a) terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for; or
- (b) extended upon written authorization of the Government and accepted by the Contractor, to permit ordering of unordered balances or additional quantities at contract price or prices and in accordance with the contract terms.
- (c) either party will have the right to terminate this Contract with or without cause at least ninety (90) days but no more than one hundred twenty (120) days written notice to the other party specifying the date of termination.

SECTION 5. Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected services when so requested, immediately or as directed by the Government, will constitute authority for the Government to purchase in the open market to replace the commodities rejected or not delivered. The Government reserves the right to authorize immediate purchases in the open market against rejections on this contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Government for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the Government reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

SECTION 6. By execution of this contract, the Contractor certifies that it is eligible to receive contracts awarded using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT." In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made.

SECTION 7. Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof, knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.

SECTION 8. Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offense.

SECTION 9. ORDER OF PRECEDENCE. In the event of any inconsistency in or conflict among the document elements of this Contract, or in the various component documents of this Contract, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order:

1. Any Amendment to this Contract;
2. This Contract including all Addenda, which are incorporated herein; and
3. Exhibit A (Thyssenkrupp Elevator Corporation "Gold Service Agreement").

SECTION 10. Contractor acknowledges that the Client/ Purchaser under Exhibit A is the Government of the Virgin Islands of the United States and as such certain provisions in Exhibit A are unenforceable against Client/Purchaser as a Government entity, including but not limited to indemnification, insurance, and non-cancellation.

This Contract shall become effective immediately upon and as of the day of signature by the Parties hereto.


IN WITNESS WHEREOF, the parties to these presents have executed this CONTRACT in one (1) original, in the year and day mentioned in the first paragraph.

Witnesses:

**GOVERNMENT OF THE VIRGIN ISLANDS**

  
 Marsha Hughes

By:

  
 Anthony D. Thomas, Commissioner  
 Department of Property & Procurement

7.31.2019  
 Date

Witnesses:

**CONTRACTOR**


By:

  
 Joel Lopez, Account Manager  
 ThyssenKrupp Elevator Corporation

6/21/2019  
 Date

If Contractor is a Corporation, seal of Corporation must be affixed.

GOVT. PRGTG. OFFICE 5-23-78-3000

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# ADDENDUM I

## Scope of Work

The Contractor shall provide Elevator Maintenance to the Virgin Islands Bureau of Internal Revenue accordance with the following:

### 1. Preventative Maintenance

We will service your equipment and provide regularly scheduled maintenance. These service visits will be performed during normal business working days and hours, which are defined as Monday – Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system

- Control and landing position systems
- Signal fixtures
- Machines, drives, motors, governors, sheaves and wire ropes
- Power units, pumps, valves, and jacks
- Car and hoist way door operating devices and door protection equipment
- Loadweighers, car frames and platforms, and counterweights
- Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

### 2. Special Considerations

- This maintenance agreement will consist of twelve (12) trips annually by Thyssenkrupp Elevator mechanic. This service is based on maximum of six (6) hours in St. Croix, V.I.
- If a service call back is needed, lodging, food and airfare is to be provided by others along with payment of mechanic hourly rate of \$190.00 per hour
- Transportation to and from the airport to be provided
- If extra hours are required during visit, add \$190.00 per hour plus airline ticket penalties. Lodging and food to be paid by others if necessary

